

Real Estate Investment Builders • Developers

One Galleria Tower
15355 Noel Road, LB 3
Suite 1315
Dallas, TX 75240-6603
(972) 934-2244
FAX (972) 991-5184

3471 Via Lido
Suite 207
Newport Beach, CA 92663-3929
(949) 724-7100
FAX (949) 724-1141

November 17, 1999

Mr. Don Holmstrom CA
Vice-President Corporate Development
Family Golf Centers, Inc.
#200
604 Columbia Street West
New Westminster
British Columbia V3M 1A6

Re: Ground lease dated March 1, 1995 (the "Ground Lease"), by and between Trinity Mills-Midway Partners, Ltd., a Texas limited partnership, as Landlord, and Dallas Highlander, Ltd., a Texas limited partnership now known as Highlander-Bear, Ltd., as Tenant, as amended by that certain First Amendment to Ground Lease and Assignment of Tenant's Interest in Ground Lease and Landlord Estoppel dated September 13, 1996 (the "First Amendment"), by and among Landlord, Tenant as Assignor, and Golden Bear Golf Centers, Inc., a Florida corporation, as Assignee

Dear Mr. Holmstrom:

In response to your letter dated November 10, 1999, and our subsequent telephone conversation on November 16, 1999, please be advised as follows:

1. Deferred Maintenance. We do have continuing concerns regarding the timetable for completion of the various items of deferred maintenance. Independent of the requested assignment, we are attempting to cooperate and assist Family Golf in curing these outstanding issues. At the request of the center management, we have referred contractors that can assist your local personnel in completing the outstanding items. We understand Family Golf does not have adequate records, including a site plan of the facility. We will assist your local management in securing these items so that contractors will have necessary property and base information to facilitate their work. Along with the timetable for completion, we would appreciate your furnishing the list of contractors and the scope of work they are performing in order that we may understand how and when the deferred maintenance and replacement items are being handled.
2. On-going Maintenance. We understand that Golfcraft (the proposed assignee) will be entering into an operating agreement with Prime Golf Group. While we have been furnished an outline of the proposed business plans and maintenance standards from the Prime Golf Group, before we can make an informed decision with regard to re-considering any proposed assignment, we will need financial information regarding Golfcraft and the nature of the operating agreement with Prime Golf Group.

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Additionally, we will need a summary of the operating experience of Prime Golf Group in operating similar facilities, and depending upon the scope of their involvement, we will need some financial information on them.

3. Irrigation System. We have discussed the irrigation system with Brad Underwood and I believe we are in agreement that while much of the system is now operable, much of the system is inadequate and does not provide coverage sufficient to maintain grass and plant materials in a quality fashion. We understand an inspection is being completed by Brad Underwood tomorrow that will outline those areas that require modification in putting the miniature golf area where much of the system remains inadequate or non-operational. The miniature golf area apparently cannot be rehabilitated until such time as the irrigation system is addressed.
4. Retail Sales Revenue Generation. We appreciate the information you have furnished regarding the intention of Golfcraft to conduct retail sales at the facility. It is not clear whether Golfcraft will be conducting the retail sales operation or whether it will be conducted by Prime Golf. As you correctly point out, the lease documents make no requirement that retail sales be conducted on the premises. At the time the lease was negotiated, including the first amendment, the Golden Bear Golf Center format was clearly established and included a full-range of retail soft goods and club equipment. If the ownership were to consent to the proposed assignment, we will need to address a mechanism to ensure that the retail sales element is conducted in a quality fashion on the premises.

As I have indicated to you, we will give serious re-consideration to Family Golf's request, however, we must be satisfied that the outstanding defaults are being cured and that the proposed assignee and its operator are both financially responsible and have the experience to manage and operate the facility with a high-quality of maintenance and professionalism.

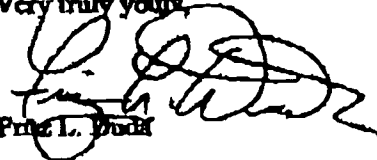
While we have not had counsel review the Landlord's Estoppel Certificate previously forwarded under letter of October 22, 1999, we note that Paragraph 6 thereof refers to two options to extend or renew the term of the lease for periods of five years each. Please note that Section 4.3(c) specifically precludes the assignment or transfer of the options which run in favor of the original tenant. So there is no future misunderstanding, it is important that Family Golf and its proposed assignee understand that this was an important and specifically negotiated element of the ground lease. Accordingly, in the event a consent is

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forthcoming with respect to the proposed assignment, we would require that the form of Estoppel acknowledge that the initial options have been terminated.

Should you have any questions regarding the foregoing, please do not hesitate to contact the undersigned.

Very truly yours,



Fritz L. Duda

FLD/mzp